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Attorneys for Plaintiff Board Of Trustees of
the Laborers Training and Retraining Trust
Fund for Northern California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BOARD OF TRUSTEES OF THE
LABORERS TRAINING AND RETRAINING
TRUST FUND FOR NORTHERN
CALIFORNIA,

Plaintiff,

vs.

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA LOCAL UNION NO.
261; and CITY AND COUNTY OF SAN
FRANCISCO DEPARTMENT OF PUBLIC
WORKS,

Defendants.

Case No.: CV 07 6436 SC

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: May 1, 2008
Time: 10:00 a.m.
Courtroom: 1, 17th Floor

Pursuant to the Court's Order Setting Initial Case Management Conference and ADR
Deadlines, the Parties hereby submit the following Joint Case Management Conference
Statement:

A. Jurisdiction and Service

Defendants have denied that the Court has jurisdiction over each defendant under the
Labor Management Relations Act of 1947 ("LMRA") or the Employment Retirement Securities
Act ("ERISA"). Venue in the Northern District of California is not disputed and no parties
remain to be served. This court has jurisdiction of the action under and pursuant to the

1 provisions of 29 U.S.C. § 185 (section 301 of the Labor Management Relations Act of 1947, as
2 amended) and 29 U.S.C. §§ 1132(a)(3) and 1132(e)(1) (sections 502(a)(3) and 502(e)(1) of the
3 Employment Retirement Income Security Act of 1974, as amended) (“ERISA”). Venue lies in
4 the Northern District of California pursuant to 29 U.S.C. § 1132(e)(2) (section 502(e)(2) of
5 ERISA) because the subject ERISA plan is administered in this district and because a
6 substantial part of the events or omission which give rise to the claim occurred in the Northern
7 District of California.

8 **B. Facts**

9 This action is brought by plaintiff in order to seek reimbursement from defendants for
10 training provided by plaintiff to Class 7501 apprentices for the City and County of San
11 Francisco (“The City”).

12 Plaintiff contends that under the terms of the collective bargaining agreement to which
13 defendants Laborers’ International Union of North America Local Union No. 261 (“Local 261”) and the City are parties, defendants agreed to establish an apprenticeship project. Plaintiff
14 further contends that under the terms of the agreement, the City agreed to provide funds to Local
15 261 to cover the expenses of apprentice training. These funds were to be used to reimburse
16 plaintiff for training provided to Class 7501 apprentices. Plaintiff submitted its final invoice for
17 training expenses to Local 261 in May 2006 and has yet to receive payment for the invoice.

18 The City contends that its rights and duties are controlled by the Memorandum of
19 Understanding collectively bargained with Local 261, that it has no duties to plaintiff, and that
20 training arranged by Local 261 was incomplete.

21 **1. Legal Issues**

22 Defendants dispute that Plaintiff is entitled to recover anything in this action.

23 **2. Motions**

24 There have been no motions filed in this action. The parties anticipate the possibility of
25 cross-motions for summary judgment. The City anticipates a Rule 12(c) motion for judgment
26 on the pleadings.

27 ///

3. Amendment of Pleadings

None anticipated.

4. Evidence Preservation

No issues anticipated.

5. Disclosures

Plaintiffs will provide their initial disclosures on May 8, 2008.

6. Discovery

None to date in this case. The parties anticipate minimal discovery in this case to be completed by November 28, 2008. There is no need for modification to the discovery rules.

7. Class Actions

Not applicable.

8. Related Cases

None.

9. Relief

Plaintiff contends that it is entitled to restitution of \$88,244.00 plus interest, costs of suit and attorneys' fees.

10. Settlement and ADR

The parties will hold a pre-mediation telephone conference with W. David Holsberry, the court-appointed mediator, by April 30, 2008, in order to set a mediation date prior to June 30, 2008.

11. Consent to Magistrate for All Purposes

The parties do not consent to a magistrate judge.

12. Other References

The parties do not believe the case is suitable for other references.

13. Narrowing of Issues

The parties may be able to reach agreement with respect to the authenticity of certain documents and the establishment of certain facts. However, the very limited facts and legal

1 issues in dispute cannot be narrowed because each dispute is potentially dispositive of the entire
2 case.

3 **14. Expedited Schedule**

4 N/A

5 **15. Scheduling**

6 The parties suggest a discovery cutoff date of November 28, 2008, expert disclosure to
7 take place on December 5, 2008, a dispositive motion cut off date of February 27, 2009, and a
8 trial date of May 18, 2009.

9 **16. Trial**

10 Approximately two day court trial.

11 **17. Disclosure of Non-Party Interested Entities or Persons**

12 The parties have no such entities or persons to disclose.

13 **18. Other Matters**

14 None.

15 DATED: April 24, 2008

16 BULLIVANT HOUSER BAILEY PC

17
18 By 

19 Susan J. Olson

Peter Roldan

20 Attorneys for Plaintiff Board Of Trustees,
21 Laborers' Training and Retraining Trust Fund for
22 Northern California

23 DATED: April 24, 2008

24 LAW OFFICES OF NEVIN & ABSALOM

25 By _____

26 Kenneth C. Absalom

27 Attorneys for Defendant Laborers' International
28 Union of North America Local Union No. 261

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18 By

19 Susan J. Olson

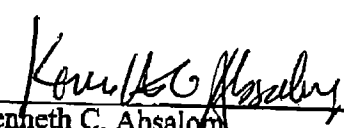
20 Peter Roldan

21 Attorneys for Plaintiff Board Of Trustees,
22 Laborers' Training and Retraining Trust Fund for
23 Northern California

24 DATED: April 24, 2008

25 LAW OFFICES OF NEVIN & ABSALOM

26 By

27 
Kenneth C. Absalom

28 Attorneys for Defendant Laborers' International
Union of North America Local Union No. 261

1 DATED: April 24, 2008

2
3 DENNIS J. HERRERA
4 City Attorney
5 ELIZABETH SALVESON
6 Chief Labor Attorney

7 By ES
8 Elizabeth S. Salveson
9 Attorneys for Defendant City and County of San
10 Francisco
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ORDER

The Case Management Statement and Proposed Order is hereby adopted by the Court as the Case Management Order for the case and the parties are ordered to comply with this Order.

In addition the Court orders:

DATED: _____

By _____
HON. SAMUEL CONTI
UNITED STATES DISTRICT COURT JUDGE